

CONTRACTOR QUALITY CONTROL

- A. Quality performance and quality control are contractor responsibilities. In accordance with Federal Acquisition Regulation Clause 52.246-4, "INSPECTION OF SERVICES--FIXED PRICE", the contractor shall establish and maintain a complete Quality Control Program (QCP) acceptable to the Contracting Officer (CO) to assure the requirements of this contract are provided as specified. This system shall:
- (1) Be implemented on the contract effective date.
 - (2) Identify deficiencies in the quality of services throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.
- B. Two (2) copies of the QCP pertaining to performance prior to issuance of the inmate notice to proceed shall be submitted to the CO at the post award conference (or as directed by the CO). A complete QCP addressing all areas of contract performance shall be submitted to the CO no later than 30 days after contract award and no later than 30 days prior to the start of each option period. All proposed changes to the QCP must be approved by the CO. The QCP shall include, at a minimum:
- (1) Specific areas to be inspected on either a scheduled or unscheduled basis and the method of inspection.
 - (2) The name(s) and position(s) of the individual(s) responsible for the inspections, their qualifications, and the extent of their authority.
 - (3) Procedures for written and verbal communication with the Government regarding the performance of the contract.
 - (4) Specific surveillance techniques for each contract service identified in the statement of work and each vital function identified in the Performance Requirements Summary (PRS).
 - (5) The system shall comply with the requirements of the Government's quality assurance program, contain procedures for investigation of complaints by contractor and Government staff and feedback to the Government on the actions taken to resolve such complaints.

- C. A file of all inspections, inspection results, and any corrective action required, shall be maintained by the contractor through the term of this contract. This file shall be the property of the Government and be made available to the CO upon request. The file shall be turned over to the CO within ten (10) calendar days after completion or termination of the contract.
- D. The parties to this contract agree the contractor shall be conclusively presumed to have actual knowledge of work not performed and, therefore, written notice by the Government shall not be a prerequisite for reducing payment or assessing liquidated damages for service(s) not performed.
- E. Failure by the contractor to maintain adequate quality control can result in termination for default.

Government Quality Assurance (QA)

- A. The Government's QA program is based on the premise the contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The QA procedures recognize the contractor is not a perfect manager and unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow the contractor to operate within acceptable quality levels.

In accordance with the FAR Clause 52.246-4, "INSPECTION OF SERVICES--FIXED-PRICE", each phase of the services rendered under this contract is subject to Government inspection both during the contractor's operations and after completion of the tasks. When the contractor is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the CO addressing corrective/preventive actions taken. The Government's QA Program is not a substitute for quality control by the contractor.

- B. The Contracting Officer's Technical Representative(COTR) may check the contractor's performance and document any noncompliance, but only the CO may take formal action against the contractor for unsatisfactory performance. There may be several COTRs designated for this contract. The COTR(S) will be designated subsequent to contract award and a delegation of COTR duties and authority will be furnished to the contractor.

- C. The Government may reduce the contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES Clause. The Government may apply various inspection and extrapolation techniques (i.e., 100% surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of service and the total payment due.

Contractor's Failure To Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the contractor's invoice shall reflect the contract's reduced value resulting from the contractor's failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

Inspection By Regulatory Agencies

Work described in the contract, is subject to inspection by other Government agencies. The contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

Performance Evaluation Meetings

The contractor's representatives shall meet with the COR, COTR(S) and the CO on a regular basis as determined necessary by the CO. These meetings will provide a management level review and assessment of contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. Written minutes of these meetings shall be signed by the contractor's representative and the Government's representative. Within five (5) calendar days of receipt of the signed minutes, the contractor shall respond, in writing, to the CO, concerning any areas of disagreement.

INSPECTION AND RECEIVING REPORT

- A.** The contractor shall prepare an original invoice plus two copies. (See Section G for Invoice Preparation.) The ORIGINAL INVOICE shall be furnished to the COR.

An additional copy of the invoice, clearly marked as an INFORMATION COPY, shall be submitted to the CO to increase efficiency in the certification process.

- B.** Upon receipt of a proper invoice, the SCOTR will verify with the COTR(S) to VERIFY that the services were satisfactorily performed. (Reductions for nonconforming services will be coordinated with the CO.)
- C.** The COTR then must CERTIFY for payment BEFORE the invoice will be forwarded to the Finance Officer for PAYMENT.